

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

CHERYL MAKRIS

Plaintiff,

v.

EBAY INC.

Defendant.

Case No. 4:21-CV-0409

JUDGE BENITA Y. PEARSON

DECLARATION OF DAVID MICHAEL BOYNE

I, David Michael Boyne, declare as follows:

1. I could and would testify competently to the matters set forth in this Declaration in a court of law if called upon as a witness based on personal knowledge and my review of records kept in the ordinary course of business.

2. I am a Human Resources Advisor for eBay Inc. (“eBay”) and work in Draper, Utah.

3. I am responsible for overseeing the electronic on-boarding of new hire eBay candidates and on-boarded Cheryl Makris in 2018.

4. Currently, and including the time that Cheryl Makris applied for employment and worked with eBay, eBay uses an online application process called Silkroad (the “Onboarding System”). As part of that process, the candidate receives an introductory email from eBay’s Welcome Team congratulating them on their offer of employment and providing next steps for the onboarding process (“Welcome Email”). Candidates are notified that they will soon be able to access their offer letter through a secure link that they receive via their personal email address.

5. Once they receive the link, candidates log in to the Onboarding System using their personal email address and an auto generated password that they received via their personal email address, which they are required to immediately change to a unique password. A candidate then uses their unique password to log in and complete the on-boarding process.

6. Once logged in, candidates are required to review and sign a series of onboarding documents, including, but not limited to, their offer of employment and Mutual Arbitration Agreement.

7. On September 12, 2018, I sent Makris her Welcome Email with next steps for the onboarding process.


8. According to the Onboarding System records, to which I have access, on September 12, 2018, Makris reviewed and accepted her Offer of Employment. Makris' Offer of Employment includes a time stamp at the bottom of the last page that indicates the date on which the document was signed by Makris – September 12, 2018. A true and correct copy of Makris' fully-executed Offer Letter is attached hereto as Exhibit 1.

9. According to the Onboarding System records, to which I have access, on September 12, 2018, Makris reviewed and accepted her Mutual Arbitration Agreement. Makris' Mutual Arbitration Agreement includes a time stamp at the bottom of the last page that indicates the date on which the document was signed by Makris – September 12, 2018. A true and correct copy of Makris' fully-executed Mutual Arbitration Agreement is attached hereto as Exhibit 2.

10. eBay employed Makris as an eBay@Home Buy Teammate (System Title: 15 – GCX CS Teammate 1). *See* Ex. 1.

I declare under the penalty of perjury and pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge.

Executed on February _18, 2022, in Lehi, Utah.



David Michael Boyle

EXHIBIT 1



09/12/2018

Cheryl Makris
8427 Colwyn Ct #3
Boardman, OH 44512

Dear Cheryl,

eBay Inc. ('eBay Inc.', or the 'Company') is pleased to offer you the non-exempt position of eBay@Home Buy Teammate (System Title: 15 - GCX CS Teammate 1), reporting to Jody Newsome, Manager, Customer Solutions 3, at a rate of \$13.50 per hour, payable bi-weekly.

You will be eligible to participate in the eBay Incentive Plan (eIP) with an annual bonus based on individual achievement as well as company performance. The annual bonus period is from January 1 through December 31. Your target bonus for the eIP is 6% of your annual base salary, pro-rated based on the eligible earnings paid while you are employed in an eIP eligible position during the annual bonus period. There is no guarantee any eIP bonus will be paid, and any actual bonus will be determined after the end of the annual bonus period based on your eligible earnings as defined in the eIP. To be eligible to receive any eIP bonus, you must be employed on or before the first business day of the fourth quarter and you must be employed on the date the bonus is paid. The payment of any bonus is at eBay's sole and absolute discretion and subject to the terms and conditions of the eIP. eBay reserves the right, in its sole discretion, to amend, change or cancel the eIP at any time.

All employees are subject to eBay's Insider Trading Agreement, which outlines the procedures and guidelines governing securities trades by company personnel. Enclosed is a copy of eBay's Insider Trading Agreement. Please review the Agreement carefully, execute the certification and submit it to eBay's human resources department.

You will be also entitled to the benefits that eBay customarily makes available to employees in positions comparable to yours. Please refer to the benefit plan documents for more details, including eligibility. eBay reserves the right, in its sole discretion, to amend, change or cancel the benefits at any time.

Under federal immigration laws, the Company is required to verify each new employee's identity and legal authority to work in the United States. Accordingly, please be prepared to furnish appropriate documents satisfying those requirements; this offer of employment is conditioned on submission of satisfactory documentation. Attached is a list of the required documents.

Your employment at the Company is "at-will" and either you or the Company may terminate your employment at any time, with or without cause or advance notice. The at-will nature of the employment relationship can only be changed by written agreement signed by eBay's Chief People Officer. Other terms, conditions, job responsibilities, compensation and benefits may be adjusted by eBay from time to time in its sole discretion.

All of us at eBay Inc. are very excited about you joining our team and look forward to a beneficial and fruitful relationship. However, should any dispute arise with respect to your employment or the termination of that employment, we both agree that such dispute shall be conclusively resolved by final, binding and confidential arbitration rather than by a jury court or administrative agency. The Company will bear those expenses unique to arbitration. Please review the enclosed Mutual Arbitration Agreement carefully.

As a condition of your employment, you must complete both the Mutual Arbitration Agreement and the enclosed Employee Proprietary Information and Inventions Agreement prior to commencing employment. These agreements address important obligations to the Company, both during and after your employment; therefore, please read both agreements carefully before signing them and submitting them to eBay's human resources department. If you should have any questions about either agreement, please contact me.

This offer letter, the Mutual Arbitration Agreement, the Employee Proprietary Information and Inventions Agreement as well as all other attached required documents, contain the entire agreement with respect to your employment. Should you have any questions with regard to any of the items indicated above, please call me. Kindly indicate your consent to this offer letter by signing copies of this letter no later than three days after you have received this offer. All other documents requiring your signature must be submitted prior to your start date, including but not limited to the Mutual Arbitration Agreement, the Employee Proprietary Information and Inventions Agreement, and the Insider Trading Agreement certification.

This offer is contingent upon the results of your background verification and reference checks. Upon your signature below, this will become our binding agreement with respect to your employment and its terms merging and superseding in their entirety all other or prior offers, agreements and communications, whether written or oral, by you and the Company as to the specific subjects of this letter.

We are excited at the prospect of you joining our team. Your background and qualifications will add a unique strength to our department, as well as to the Company's continued success. We look forward to having you on board!

Very truly yours,

Brianna Higgins
Recruiter

ACCEPTED:

Cheryl Makris (Electronically Signed)

Cheryl Makris

09/12/2018

Date

Anticipated Start Date: {1}/{2}/10/01/2018

eBay Inc. Offer Letter acceptance

EXHIBIT 2

MUTUAL ARBITRATION AGREEMENT

This Mutual Arbitration Agreement ("Agreement") is entered into between eBay Inc. (or a subsidiary of eBay Inc.) ("Employer") and the employee named below ("Employee"), in consideration of Employee's employment or continued employment with Employer.

The parties to this Agreement agree to arbitrate any and all disputes, demands, claims, or controversies (collectively, "claim" or "claims") they may have against each other (including their current and former parents, affiliates, subsidiaries, agents, owners, officers, directors, or employees), which arise from or relate to this Agreement, any other agreement between Employee and Employer, the employment relationship between Employee and Employer, or services provided to Employer whether as an employee, consultant or otherwise, including without limitation the recruitment, formation and termination thereof, whether the claims arise in law or equity, in tort, contract, or pursuant to statute, regulation or ordinance, under local, state or federal law now in existence or which may in the future be enacted or recognized. The claims covered by this Agreement encompass all disputes between Employee and Employer, including, but not limited to, claims under Title VII of the Civil Rights Act, as amended; the Civil Rights Act of 1991; the Older Workers' Benefit Protection Act; the Family and Medical Leave Act; the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act, 42 U.S.C. section 1981; the Fair Labor Standards Act; and the law of the state where Employee works or worked at the time the arbitrable claim arose. The only claims not covered by this Agreement are claims for workers' compensation benefits to remedy work-related injury or illness, claims for unemployment compensation benefits, claims for state or federal disability insurance, and any other claim required by law to be resolved in a forum other than arbitration, which claims shall be resolved in the appropriate forum as required by the laws then in effect.

Employer and Employee understand and agree that the arbitration of the claims covered by this Agreement shall be the sole and exclusive method of resolving any and all existing and future claims as described in the preceding paragraph. However, nothing in this Agreement shall be interpreted as restricting or precluding Employee from filing a charge with, or from participating in an administrative investigation of a charge before, any appropriate government agency; provided that any claim that is covered by this Agreement shall be resolved in arbitration to the fullest extent permitted by the laws then in effect.

The parties understand and agree that the arbitration shall be conducted by a neutral arbitrator in accordance with the then applicable rules issued by the American Arbitration Association ("AAA"), provided, however, that the arbitrator shall allow the discovery authorized by the Federal Rules of Civil Procedure or any other discovery required by law in arbitration proceedings. A copy of the current AAA Rules can be found at www.adr.org and a printed copy will be provided to Employee upon request. To the extent that any of the rules issued by the AAA or anything in this Agreement conflict with any arbitration procedures required by applicable law, the arbitration procedures required by applicable law shall govern. Either party may file pre-hearing motions directed at the legal sufficiency of a claim or defense equivalent to a motion to dismiss or motion for summary judgment or summary adjudication prior to the arbitration hearing, and the arbitrator shall apply the standards governing such motions under applicable law.

Employer and Employee understand and agree that the decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall issue a written decision and award that sets forth the essential findings and conclusions on which the award is based. The arbitrator shall have the authority to determine if an issue or claim is subject to this arbitration obligation, and to award any legal or equitable relief authorized by law in connection with the asserted claim. The arbitrator's award shall be subject to correction, confirmation or vacation, to the extent provided by the then applicable AAA rules and applicable law setting forth the standard of judicial review of arbitration awards. If necessary for enforcement, any awards or orders by the arbitrator may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. Employer and Employee agree that nothing in this agreement is intended to prevent either Employer or Employee from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

The parties agree to file any demand for arbitration within applicable statutes of limitations for the asserted claims. Failure to demand arbitration within this prescribed time period shall bar the claims as provided by law.

The arbitration shall be conducted at a mutually agreeable location in the state in which Employee resided at the time the arbitrable claim arose. The parties understand and agree that Employer will bear all AAA arbitration fees and administrative costs in excess of the amount of administrative fees and costs that Employee otherwise would have been required to pay if the claims were litigated in court. The arbitrator will not have authority to award attorneys' fees unless a statute or contract at issue in the claim authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees as required or permitted by applicable law. If there is a dispute as to whether or to what extent Employer or Employee is the prevailing party in the arbitration, the arbitrator will decide this issue.

If Employee has any questions about this Agreement, Employee should contact a member of Employer's Human Resources department. In addition, Employer and Employee understand and agree that the arbitration of claims subject to this Agreement shall be instead of a trial before a court or jury or an administrative proceeding. **The parties further understand and agree that, by signing this Agreement, they are expressly waiving any and all rights to a trial before a court or jury or to an administrative proceeding regarding any claims which they now have or which they may in the future have that are subject to arbitration under this Agreement.**

Neither the terms nor the conditions described in this Agreement are intended to create a contract of employment for a specific duration of time or to limit the circumstances under which the parties' employment relationship may be terminated. Employee is free to resign at any time. Similarly, Employer may terminate the employment relationship without cause or advance notice at any time.

Employer and Employee understand and agree that this Agreement and its validity, construction and performance, as well as claims arising under or subject to arbitration under this Agreement, shall be governed by the laws of the State where Employee primarily works or worked at the time the arbitrable claim arose, or federal law, if applicable.

The parties further understand and agree that this Agreement contains the complete agreement between Employer and Employee regarding the subjects covered in it and that it supersedes any and all prior representations and agreements between the parties, whether written or oral. The terms of this Agreement can be modified only by a written document signed by Employer's Senior Vice President of Human Resources and Employee. The provisions of this Agreement shall survive any termination of Employee's employment with Employer.

The parties understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Employer and Employee understand and agree that they have been advised to consult with an attorney of their own choosing before signing this Agreement, and that they have had an opportunity to do so. The parties further agree that they have read this Agreement carefully and understand that by signing it, they are **WAIVING ANY RIGHT TO A TRIAL OR HEARING BEFORE A COURT OR JURY OR BY ADMINISTRATIVE PROCEEDING OF ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT.**

Date: 09/12/2018

Cheryl Makris (Electronically Signed)
Employee Signature

Cheryl Makris
Employee Name (Please Print)

ACCEPTED BY:

Dan Oseran, Sr. Director Privacy & Bus Ethics Com

Date: _____

eBay Inc.

ccns4@msn.com [September 12, 2018 19:11:40 -0400]